REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

CASE NO: A120/2025

(1)	REPORTABLE: YES / NO
(2)	OF INTEREST TO OTHER JUDGES: YES / NO
(3)	REVISED: YES/ NO
DATE:	9 December 2025 Signature……

In the matter:

SOPHIA BENT **APPELLANT**

And

RAND MUTUAL ASSURANCE (PTY) LTD **RESPONDENT**

This Judgment is deemed to have been handed down electronically by circulation to the parties' representatives via email and uploaded onto the caselines system 09 December 2025 at 11h00.

Judgment

Thupaatlase AJ (Lenyai J concurring)

Introduction

[1] This is an appeal by the appellant, Ms Bent against the refusal by Rand Mutual Assurance (Pty) Ltd, the respondent to compensate her for personal injuries in terms of section 22 of the *Compensation for Occupational Injuries and Diseases Act*[1] hereafter referred to in this judgment as *COIDA* or *the Act*. The appellant lodged the claim as envisaged by the Act and same was rejected by Rand Mutual. In terms of section 91(1) of the Act, Ms Bent, and her employer lodged an objection with the Commissioner. A tribunal envisaged by section 91(2)[2] was constituted and it upheld the rejection and dismissed the objection.

[2] This court has jurisdiction to hear the appeal as it relates to and turns on the interpretation of the provisions of the *Act* as contemplated by section 91(5)(a)(i)[3]. There is no dispute between the parties that indeed this court enjoys jurisdiction to hear the appeal. This court is a High Court as envisaged by section 6(1) of the Superior Court Act[4].

[3] The salient question in this appeal relates to whether the tribunal was correct in making a determination that personal injuries suffered by Ms Bent didn't '*arise out of her employment*' within the meaning of '*accident*' as defined in section 1 of the Act. If the court finds that indeed such injuries were suffered at her workplace, Ms Bent will be entitled to be compensated as envisaged in section 22(1)[5] of the Act.

Background

[4] Ms Bent was at the time of the incident employed by MacCarthy (Pty) Ltd, the employer as a credit clerk at its business place situated at Madiba Street in Hatfield. The company conducts business as motor vehicle dealership and provides other

[1] 130 of 1993

[2] Section 91 (1) Any person affected by a decision of the commissioner or a trade union or employers' representative of which that person was a member at the relevant time may, within 90 days after such a decision, lodge an objection against the decision with the commissioner in the prescribed manner

[3] 'Any person affected by a decision referred to in subsection (3)(a) may appeal to any provincial division or local division of the Supreme Court having jurisdiction against a decision regarding- (1) the interpretation of this Act of any other law.

[4] Act 10 of 2013.

[5] 'If an employee meets with an accident resulting his disablement or death such employee or dependents of such employee shall subject to the provisions of this Act, be entitled to the benefits provided for and prescribed in this Act.'

services related to its core business. The business is housed in a three-storey building and is exclusively used by the company for its operations. Different categories of employees are accommodated on separate floors of the building. The creditor clerks of which Ms Bent is part of are housed on the third floor of the building, and debtors clerks are accommodated on the second floor. The show room in which motor vehicles are displayed is on the ground floor and members of the public also have access to the ground floor. These are ostensibly customers and potential clients of MaCarthy.

[5] It is not in dispute that Ms Bent was injured on the 27 July 2022. It was approximately 17h00 and she had just knocked off and was walking down the stairs going home. She walked from the third floor as the lift was not functioning and whilst on the stairs of the second floor she slipped and fell and fractured her ankle. As a result of such an injury, her employer, MacCarthy lodged a claim on her behalf with Rand Mutual in terms of section 22 of the Act, and such claim was repudiated by Rand Mutual.

[6] The reason for such a repudiation was on the basis that *'… the employee was not performing her duties when she was injured. The claim therefore does not meet requirements as an accident as defined and it is for these reasons that the claim is repudiated'*. As a consequence of such repudiation a notice of objection was sent to Rand Mutual. The respondent is a mutual association as contemplated by section 30[6] the Act.

[7] In the objection letter the employer's representative asserts that: 'the *employee's injury arose in the place of work which warrant for an injury on duty because she fell walking down the stairs of the building, she works in. It would not be fair to decline the claim because she was not at her desk performing her duty at the time of the injury'.* In order to deal with the objection a tribunal was constituted as envisaged by section 91(2) of the Act, in order to consider such an objection and repudiation.

[8] Unfortunately for Ms Bent, the objection suffered the same fate. The tribunal ruled that: '*the accident cannot be connected to her employment and ordered that the objection to the rejection falls to be dismissed, no order is made as to costs'.* It is against the ruling by the tribunal that this appeal lie.

[6] Section 30 provides that 'The Minister may for such period and subject to such conditions as he may determine issue a license to carry on the business of insurance of employers against their liabilities to employee in terms of this Act to mutual association which was licensed on the date of this Act in the terms of section 95 91) of the Workman's Compensation Act'.

Legislative Framework and legal principles

[9] The legislative framework governing this matter is the Act. The purpose thereof is stated in the long title as been: *'To provide for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees* ***in the course of their employment*** *or death resulting from such injuries or disease and to provide for matters connected therewith'. (My emphasis).* The Act further provides a definition of an 'accident' in section 1(1) to mean that '*accident means an accident* ***arising out of and in the course of an*** *employee's employment and resulting in personal injury'*. The Act also describes *'occupational injury' to mean 'personal injury sustained as a result of an accident.'*

[10] Arising from the purpose and definitions of the Act, the Supreme Court of Appeal (SCA) in *MEC for Health, Free State v DN*[7] at para 8 put the objective of the Act as follows:

> *'In a nutshell, the Act provides a ready source of compensation for employees who suffer employment related injuries and provide compensation without the necessity to prove negligence, although negligence may result in greater compensation. It should however be borne in mind that the object is to benefit employees and that their common-law remedies were restricted to enable access to compensation. It does not necessarily mean that compensation for every kind of harm they suffer whilst at their place of employment has to be pursued through that statutory channel. However, if the injury were (sic) caused by an accident by an accident that arose out of an employee's employment, then the latter is restricted to a claim under the Act'.*

[11] The SCA also quoted with approval at para 7[8] that:

> *'In 13(3) LAWSA 2 ed p114 MP Olivier stated that: '[COIDA] provides a system of no-fault compensation for employees who are injured in accident that arise out of and in the course of their employment or who contract occupational diseases.'*

[12] In addition to the purpose and objectives of the Act as stated in its long title, the Superior Courts have also pronounced themselves on the manner this Act should be interpreted. In *Davis v Workmen's Compensation Commissioner*[9] at 69F the court stated that:

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[7] 2015 (1) SA 182 (SCA)
[8] DN supra
[9] 1995 (3) SA 689 (C)

'The policy of the Act is to assist workmen as far as possible. See Williams v Workmen's Compensation 1952 (3) SA 105 (C)… at 109C. The Act should therefore not be interpreted restrictively so as to prejudice a workman if it is capable of being interpreted in manner more favourable to him'

[13] In the case of *Clementz v Millbo Paper CC and Others*[10] the court undertook an extensive review of the judicial decisions that have been decided by our high courts. The court dealt with interpretation of the Act at para 40 as follows:

'Where a generous definition of an 'accident' cuts its double-sided swath is where the employee fails to claim compensation under the Act. Section 43 of the Act provides that a claim for compensation must be lodged by or on behalf of the claimant employee in the prescribed manner within twelve months after the date of the accident or, in the case of death, within twelve months after the date of death, failing which the claim for compensation will not be considered, save in certain limited circumstances. Should an employee fail to lodge his or her claim for statutory compensation timeously, he or she would not only be unable to claim statutory compensation but will also forfeit his or her common law claim to damages'.

[14] The Constitutional Court has also added its voice regarding the manner in which this piece of legislation, being a social legislation should be interpreted. In the case of *Jooste v Score Supermarket Trading (Pty) Ltd (Minister of Labour Intervening[11])* the purpose of the Act was stated as follows at para 13:

'*The purpose of the Compensation Act, as appears from its long title, is to provide compensation for disability caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment'.*

Issue for determination

[15] The issue for determination is whether the repudiation of the claim lodged by Ms Bent and the reason given for such repudiation of the claim are consistent with the law. The court will proceed to consider various decisions that have sought to interpret the two phrases namely '***arising out employment and 'in the course of employment'***. As observed by Navsa JA (as then was) at para 11 of *DN*:

[10] (27096/2019) [2021] ZAGPJHC 43; [2021] 2 All SA 774 (GJ); [2021] 7 BLLR 728 (GJ); 2021 (4) SA 186 (GJ); (2021) 42 ILJ 1796 (GJ) (19 March 2021)
[11] 1999 (2) SA 1 (CC); 199 (2) BCLR 139; [1998] ZACC 8

'Courts in this country and elsewhere have over decades grappled with the enduring difficulty of determining, for the purposes of similar preceding and present legislation, whether an incident constitutes an accident and arose out of and in the course of employment of an employee. They also discussed the policy to be adopted in interpreting the legislation'.

[16] The cases that have served before courts fall in broad three categories. There is a category of cases where the employees were headquartered outside the business or employment premises and suffered injuries whilst travelling either to work or from work. There is also a category of workers who met their injuries whilst within vicinity of their place of employment. This will be the case where employee has knocked off but still in the workplace premises. The last category is of employees who sustained injuries whilst in the course of their employment, but such injury doesn't arise out of the scope of employment.

[17] In the first category I shall refer to the case of *Leemhuis & Sons v Havenga*[12] the facts are briefly that the employee was injured in an accident while on his way home from a weekend leave. He was travelling in a motor vehicle supplied by his employer free of charge. The use of the of such means of transport was optional but if the employee used any other transport, he had to bear the costs himself. During the time that he is on leave he was at the disposal of his employer in the sense that he was liable to be called upon to resume his employment at any time before the expiration of the leave.

[18] The court had to decide whether the accident arose '*out of and in the course of his employment'*. The court held that what has to be determined and ascertained are the terms governing the employee's relations with the employer at the time of accident. At page 526-527 the court held that:

'… in my opinion, be no doubt that we should take advantage of and adopt the lucid exposition of the law contained in the case which has been repeatedly applied by the same tribunal. I propose merely to refer to the judgment of LORD ATKINSON. At page 75 he says: " I think the words 'arising out of' suggest the idea of cause and effect, the injury by accident being the effect and the employment, i.e. the discharge of the duties of the workman's service, the cause of that effect, and that the words 'in the course of

[12] 1938 TPD 524

his employment' mean while the workman is doing what he is employed to do i.e. discharging the duties to his employer imposed upon him by his contract of service. Although the test is the duty of the employee to the employer this does not prevent '" things necessary and incidental to the employment' being covered by the language. So, if employee is accidentally injured while eating his lunch on the employer's premises, he may not strictly be performing any duty at the precise moment but what he is doing is not separable from his work and the accident is deemed to have arisen in the course of the employment. Where however, the employee is proceeding to or from his place of work the journey is disassociated from employment unless in travelling as he did the employee was fulfilling an obligation to his employer imposed by the contract of service'.

[19] The court concluded that despite travelling in the transport provided by the employer the employee he was not fulfilling an obligation imposed by his employer. The court took the view that because there was no obligation on the employee to use such transport it could not conclude that the accident arose out of his employment.

[20] The next case is *Gevallekommissaris v Santam Versekeringmaatskappy Bpk*[13] . The employee was an agronomist and was employed as a field worker. He was required in term of the contract of employment to conduct experiments and give advice to the farming communities he was servicing. Importantly for our purposes he was provided with transport to enable him to fulfil his duties. He had no fixed hours of work, and his home was his headquarters. He was killed in a motor vehicle whilst driving from visiting one of the farms and whilst on the way home a collision occurred and he died. He was with his wife in the vehicle. The question was whether the death had arisen '*out of the course of his employment'*.

[21] The court examined case law including *Leemhuis* and also English cases and concluded as follows at page 199:

'*The facts in the instant matter are in many respects essentially similar to the three decisions by the English Commissioners, particularly so in the last case. The employers stipulated that in order that he should be able to function in the allocated district he should establish a home there. That was the centre from which he was to operate. That is where customers and the public generally could contact him for the obtaining of information or advice related to employers' operations and business. That*

[13] 1965 (2) SA 193 (D & CLD)

was the place from where the Company officials could seek him out. That was the place from which the employee was to conduct business of his employers. He was, as stated above, provided with a car and telephone the expenses in connection wherewith were borne by the Company. It is true that he was free to use these facilities for his private purpose. And indeed, as submitted by defendant's counsel on the day in question he could, after leaving Nortier's farm, have proceeded to visit friends or relations. But the evidence shows that when the unfortunate accident took place, he was not engaged in indulging in any private jaunt but simply returning to his headquarters. I have come to the conclusion that where as in this case an employee in the circumstances here disclosed operates from his home as a base from which it his duty to work, the travelling to and fro must, unless undertaken on some project unconnected with the employer's undertaking, be considered to be in fulfilment of a term of contract'.

[22] The next case involves a police officer who was injured by his colleague while on duty in a police van. They were guarding prisoners. This is the case of *Minister of Justice v Khoza*[14]. The court concluded that the accident had arisen in the course of employment and out of such employment. The judgment was a concurrence between Rumpff JA (as he then was) and Williamson JA (as then was) wrote for the majority. At page 419 Williamson JA states as follows:

'On every set of facts, the question to be answered is the same; but it is seldom that the facts are identical. The decision in essence in each case is one of fact related only to the particular facts in issue. The enquiry on the particular issue is whether it was the actual fact that he was in the course of his employment that brought the workman within the range or zone of hazard giving rise to the accident-causing injury. If it was, the accident arose "out of the employment'.

[24] The court concluded that the police officer was injured through the gross negligence of his colleague and was in the course of his employment as a constable. His employment at that time place brought him within the range of the peril he encountered, and the accident therefore arose both in the course of and out of his employment.

[25] The next category of employees in similar situation as of Ms Bent. The plaintiffs didn't obtain the similar outcome. The first case is the matter of *Nel v Minister van*

[14] 1966 (1) SA 410 (AA)

Publieke Werke[15]*.* The facts of this case are almost similar to our case. The plaintiff Ms Nel worked in Agricultural Building. She finished her work and was on her way home and she was in the passage that granted access to her workplace when she fell. The passage was also accessible to members of the public. The court concluded that the injury arose out of and in the course of employment.

[26] In the course of its judgment the court remarked that at 148f the court observed that:

> '*Gemeenskplike grond tussen die partye is dat die aanspreeklikheid kragens die Wet voorduur terwyl die Werksman besig is om werkplek te verlaat'.* Loosely translated the passage states that it is common ground between the parties that the Act applies during the time the workman is busy leaving a place of work.

[27] The court in *Nel* referred at 148g with approval to *Smith v South Normanton Colliery Company* 1903 (1) KB 204 at 207 that:

> 'While *the workman is physically engaged in making his exit from his place where he is employed, I think the employment would still continue for purposes of the Act and the workman will still be entitled to the protection thereby given. But, although the employment may continue during the interval which is necessarily occupied by the workman, after his suspension from work, in getting off the employer's premises, there must come a time after the suspension of a workman, when he can no longer be said to be engaged in the employment, so that, if an accident happens to him, it can be said to arise out of and in the course of the employment'*.

The court then proceeded to discuss at what point can it be said that the employee is now in public space.

[28] The next case is the matter *Rauff v Standard Bank Properties*[16]. The case considered previous cases and in particular *Nel*. The court criticised and didn't follow *Nel*. In this case the employee was injured whilst on her way home. She had left the office suite in which she was employed and had passed through glass doors to the passage. The lift in which she was went up to the 8th floor where it became stuck before it suddenly fell to the 6th floor and in the process the employee was injured. The plaintiff sued her employer for damages. The employer took an exception and argued that the

[15] 1962 (20 SA 147 (TPD)
[16] 2002 (6) SA 605 (WLD)

plaintiff was precluded by section 35 of the Act from instituting a delictual claim. It was argued by the defendant that the injury 'arose out of and in the course of the plaintiff's employment. The court dismissed the exception and held at para 12 that:

> *'it may be that in a specific case the means required by (or the only method provided to) the employee to become occupied in the day's duties (or terminate those duties) are integral with their work to be done or the nature of the premises. An instance of the former may be getting up to the control seat of a construction crane or a bulldozer. An example of the latter may have been the physical layout in the Nel case… (if sufficient information was before the Court). But it was for the defendant in this case to prove that the employment involved more than the timeous arrival at the [office] …"*

[26] In the case of De Gee v Transnet SOC Ltd[17] the court dealt with precedents and found that precedents establish certain guidelines amongst that:

> *15.1. a workman is acting in the course of his employment when he is engaged 'in doing something he was employed to do' or 'when he is doing something in discharge of a duty to his employer, directly or indirectly, imposed upon him by his contract of service';*
>
> *15.8. after a workman has finished his day's work and started out on his way home, his employment continues while he is traversing the premises on which he has been working and any private means of access thereto which he is entitled to use by reason only of his status as a workman, but that, unless engaged on some special errand for his employer, which necessitates his being there, his employment ceases when he reaches a place to which the public have a right of access, such as the public street. From that moment, he loses his identity as a workman and becomes one of the general public. A similar principle, of course, applies to a workman on his way to work.*
>
> *15.10. In all cases, therefore, where a workman on going to or on leaving his work, suffers an accident on the way, the first question to be determined is whether the workman was at the place where the accident occurred by virtue of his status as a workman or by virtue of his status.*

[28] The next category of cases involves where the court concluded that compensation cannot be in terms of the Act. The court concluded that compensation is excluded by

[17] (30085/2015) [2019] ZAGPJHC 2; 2020 (2) SA 488 (GJ) (29 January 2019)

section 35 of the Act. The case of *DN*[18]quoted above dealt with a scenario where a doctor was claiming damages from the employer (*MEC for Health Free State*) for damages sustained during rape. The court concluded that the question whether such damages should be claimed under delictual claim. At para 31 that court stated the test as follows:

> *'However, it appears to me that the problem can be resolved by slight adjustment, namely, to ask the question whether the wrong the injury bears any connection to the employee's employment. Put differently, the question that might rightly be asked is whether the act causing the injury was a risk incidental to the employment. There is of course as pointed out in numerous authorities, no bright-line test. Each case must be dealt with on its own facts.*

[29] The decision of *Churchill v Premier Mpumalanga*[19] also the dealt with the two phrases confirmed that an accident might arise '*in the course of'* and also *'out of'* a person's employment. The court stated that 'the two expressions are not coterminous so that an accident may arise in the course of but not out of an employee's employment[20]'. The court held that an accident arises 'in the course of' a person's employment when that person is 'engaged in their basic duties and responsibilities" and employee.

[30] On the other hand *Churchill* confirmed that an accident arises 'in the course of' a person's employment when there is a sufficiently close connection to 'the injury sustained and the performance of the ordinary duties of the employee' or put another way, the risk of injury is something that can properly be considered as a risk and 'inherent to' or 'incidental to' the employee's normal duties[21].

Analysis

[31] The next question is whether on the facts and the law what the fate of this appeal should be. Do the facts accord with the interpretation of the appellant or that of the respondent. The approach to statutory interpretation is settled. This approach was stated in the case of *Natal Joint Pension Fund v Endumeni Municipality.*[22] The

[18] See footnote 6
[19] (889/2019 [2021] ZASCA 16; [2021] 2 All 323 (SCA); (2021 ILJ 978 (SCA); [2021] 6 BLLR 539 (SCA); 2021 (4) SA 422 (SCA) (4 March 2021)
[20] *Churchill* at para 14
[21] *Churchill* at para 19
[22] (920/2010) [2012] ZASCA 13; [2012] 2 All SA 262 (SCA); 2012 (4) SA 593 (SCA) (16 March 2012).

inevitable starting point is the language of the provision understood in the context in which it is used and having regard to the purpose of the provision.

[32] The position was affirmed the in the matter of *Capitec Bank Holdings Ltd and Another v Coral Lagoon Investment 194 (Pty) Ltd*[23] by stating that:

> *'Interpretation begins with the text and its structure. They have a gravitational pull that is important. The proposition that context is everything is not a licence to contend for meanings unmoored in the text and its structure. Rather, context and purpose may be used to elucidate the text*[24]*.'*

[33] The scheme of the Act provides a system of 'no fault' compensation for employees who are injured in work-related accidents or who contract occupational diseases. Employees are therefore entitled to compensation regardless of whether their injury or illness was caused by the fault of their employer or any other person.

[34] At the same time, employees are prevented from instituting damages claims against their employers for the damage suffered as a result of the accident or disease. A system of 'no fault' workers' compensation such as that established by COIDA can be seen as representing a balance between the competing interests of employers and employees. This is so provided by section 35 of *COIDA*.

[35] There are advantages for all parties in the system. The employer is relieved of the prospect of costly damages claims and in return is required to make regular contributions to the Compensation Fund established by the *COIDA*. The employee, on the other hand, is able to receive compensation without having to prove that any person's negligence caused the accident or disease and without the worry that the employer may have no assets to satisfy a successful claim for damages.

[36] The policy of workers' compensation legislation is to assist workers as far as possible. It is for that reason *COIDA* must be interpreted and applied in a manner that does not unnecessarily prejudices employees and that is most favourable to them.

(37) For the purposes of this Act an accident shall be deemed to have arisen out of and in the course of the employment of an employee notwithstanding that the employee was at the time of the accident acting contrary to any law applicable to his

[23] (470/2020) [2021] ZASCA 99; [2021] 3 All SA 647 (SCA); 2022 (1) SA 100 (SCA) (9 July 2021).
[24] *Capitec* at para 51

employment or to any order by or on behalf of his employer, or that he was acting without any order of his employer, if the employee was, in the opinion of the Director-General, so acting for the purposes of or in the interests of or in connection with the business of his employer.

[38] This court is satisfied that the injury by Ms Bent arose '***out of'*** her employment. The action of coming and going away from her workstation is sufficiently and closely connected to 'the injury sustained by her. The risk of sustaining an injury whilst walking in the employer's premises is inherent and incidental to the employee's normal duties. The employees are expected to shuttle between floors.

[39] And to find otherwise will defeat the purpose of the Act. It is worth noting that the employer also took the same view that Ms Bent's injury arose from her employment. The conclusion is consistent with the generous interpretation that is to be accorded to COIDA.

Order

1. The appeal succeeds with costs,
2. The order of the Tribunal is set aside and substituted with the following:
    2.1. The decision of the Tribunal dated 3 April 2025 including the decision of the respondent dated 23 September 2022 is set aside and it is declared that the Appellant is entitled to compensation as envisaged in section 22(1) in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended.
    2.2. The matter is remitted to the Respondent (Rand Mutual Assurance (Pty) Ltd for a calculation and determination of the amount for compensation payable to the Appellant as a result of the accident on 27 July 2022.
    2.3. The Respondent to pay costs on an attorney and client scale.

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T THUPATLAASE AJ

ACTING JUDGE OF THE HIGH COURT

GAUTENG DIVISION, PRETORIA

I concur and it is so ordered.

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MMD LENYAI J

JUDGE OF THE HIGH COURT

GAUTENG DIVISION, PRETORIA

Heard on: 23 October 2025

Judgment delivered on 9 December 2025

Appearances:

For the Appellant: Adv. J Du Plessis

Instructed by: Briel Incorporated

For the Respondents: Adv. M Meyerowitz

Instructed by: Precious Nobuhle Mudau Inc. (PNM Incorporated)